

# Exhibit 16

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Attorneys for PLAINTIFFS

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

Joseph Timbang Angeles, Noe Lastimosa, on  
 behalf of themselves, and on behalf of others  
 similarly situated, and the general public,

Plaintiffs,

vs.

US Airways, Inc., and DOES 1 through 50,

Defendants.

Case No. 3:12-cv-05860 CRB

**DECLARATION OF HENRY HOEFT  
 IN SUPPORT OF PLAINTIFFS'  
 MOTION FOR CLASS  
 CERTIFICATION**

Date: February 28, 2014  
 Time: 10:00am  
 Place: Ctrm. 6, 17th Floor

Hon. Charles R. Breyer

I, Henry Hoeft, have personal knowledge of the matters stated herein and would testify  
 to them truthfully and competently if called upon to do so:

1. I was employed as a part-time Fleet Service Agent ("FSA") by US Airways, Inc.  
 ("US Airways") from June 2006 until December 2011. I worked out of Los Angeles  
 International Airport (LAX) in California.

2. I have been informed that the above mentioned representative plaintiffs are  
 seeking to recover unpaid wages, overtime wages, reimbursement for cell phone use, penalties

1 for inaccurate wage statements, waiting time penalties, and civil penalties for various California  
2 Labor Code violations in a class action law suit against my former employer and on my behalf.

3           3. My FSA duties included, but were not limited to: ramp and cargo work like  
4 baggage handling, aircraft support and direction near the gate, the cleaning of aircraft cabins  
5 and lavatories, and driving loaders and forklifts.  
6

7           4. Through a process called "Shift Trading," I worked more than the average full-  
8 time FSA. Shift Trades allowed me to work 75-80 hours per week. Despite these long hours, I  
9 was not paid overtime compensation for overtime hours worked in connection with Shift  
10 Trades.  
11

12           5. Although it was convenient for me to engage in Shift Trading, the arrangement  
13 also benefitted US Airways; Shift Trades allow US Airways to have consistent shift coverage  
14 and save on overtime compensation. If it is owed to me under the law, US Airways should pay  
15 me all overtime compensation that I earned as a FSA. It should not be allowed to keep money  
16 that belongs to me.  
17

18           6. Throughout my tenure as a FSA, I was under the impression that US Airways  
19 paid for my actual clock-in and clock-out times. I was unaware, until recently, that US Airways  
20 only paid for my scheduled shifts. I could not have claimed any extra minutes worked before  
21 and after my shifts because I did not know this was required to get paid properly.  
22

23           7. I typically arrived to work at least one hour before my scheduled shifts. It was  
24 important for me to arrive this early because I needed to take a shuttle bus from the parking lot.  
25 I was never compensated for the time it took me to take the shuttle back and forth. I did not  
26 know it was possible to receive compensation for this.  
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1           8. After taking the shuttle before my shifts, I would clock-in early, check flight  
2 schedules, put on my safety gear, and get ready for my pre-shift meeting, which I could not be  
3 late for or else I would be reprimanded.

4           9. Similarly, I often stayed a few minutes after my scheduled shifts because of the  
5 nature of my job duties. I was under the impression that I was paid for these extra minutes  
6 worked, but now I know that this was not always the case.

7           10. I believe I should be paid for all minutes worked before and after my scheduled  
8 shifts. I do not believe it is fair for US Airways to only pay for scheduled shifts and require  
9 FSAs like me to claim extra minutes worked, especially because I never knew about this policy.

10           11. Also, I often used my personal cell phone during my work shifts for work-related  
11 reasons. I needed to call supervisors to get clarification on my work tasks. This occurred about  
12 ten times per month. I never received reimbursement for this personal cell phone use; in fact, I  
13 did not know it was available.

14           12. I found the wage statements or paystubs issued to me by US Airways confusing  
15 and hard to understand. I was never 100% sure that I was paid correctly. I believe US Airways  
16 should have issued wage statements that were clear and concise.

17           I declare under penalty of perjury under the laws of the United States and in the State of  
18 California that the foregoing is true and correct. Executed this 19 day of December 2013, in  
19 Lawndale, California.

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27             
28           Henry Hoeft

# Exhibit 17

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Attorneys for PLAINTIFFS

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

Joseph Timbang Angeles, Noe Lastimosa, on  
behalf of themselves, and on behalf of others  
similarly situated, and the general public,

Plaintiffs,

vs.

US Airways, Inc., and DOES 1 through 50,

Defendants.

Case No. 3:12-cv-05860 CRB

**DECLARATION OF DENNIS HOGG  
IN SUPPORT OF PLAINTIFFS'  
MOTION FOR CLASS  
CERTIFICATION**

Date: February 28, 2014  
Time: 10:00am  
Place: Ctrm. 6, 17th Floor

Hon. Charles R. Breyer

I, Dennis Hogg, have personal knowledge of the matters stated herein and, if called upon to do so, would testify to them truthfully and competently:

1. I was employed as a Fleet Service Agent ("FSA") and Lead FSA for US Airways, Inc. ("US Airways") from approximately September 2002 until June 2010. I was a full-time employee. I worked out of San Francisco International and Oakland International Airports in California.

2. I have been informed that the above mentioned representative plaintiffs are seeking to recover unpaid wages, overtime wages, reimbursement for cell phone use, penalties

1 for inaccurate wage statements, waiting time penalties, and civil penalties for various California  
2 Labor Code violations in a class action law suit against my employer and on my behalf.

3           3. My duties as a FSA and Lead FSA included, but were not limited to: personnel  
4 supervision, administrative duties like the filling out of paperwork, baggage and cargo handling,  
5 driving loaders and forklifts, servicing aircraft needs at the gate, and cleaning airplane lavatories  
6 and cabins.  
7

8           4. Through a process called "Shift Trading," I routinely exchanged shifts twice per  
9 week with a co-worker, leading me to work two double shifts and a single shift per week. I was  
10 not paid overtime compensation for this even though I normally worked overtime hours as a  
11 result of these trades. If it is owed to me under the law, I am very interested in receiving any and  
12 all overtime compensation that I earned while working for US Airways.  
13

14           5. While working as a FSA and Lead FSA, it was common for me to arrive  
15 approximately 30 minutes before my scheduled shifts. During that time, I would review  
16 paperwork, determine the location of relevant aircrafts, and put on my safety gear. I was never  
17 paid for this work that I performed before my scheduled shifts.  
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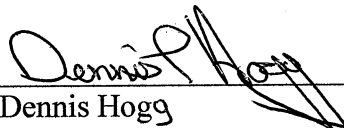
19           6. Furthermore, after my scheduled shifts, I typically stayed an extra 5-10 minutes  
20 to finish my work duties. I would only get credit for these additional minutes if my manager  
21 adjusted my time sheet, which did not typically happen.  
22

23           7. I do not believe it is fair for US Airways to only pay FSAs for their scheduled  
24 shifts and require them to claim additional minutes from a manager. I believe I should have  
25 been automatically paid for all minutes worked before and after my scheduled shifts. Because of  
26 the foregoing, I believe I was significantly underpaid for the amount of work that I performed  
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1 while employed by US Airways. I am very interested in receiving any unpaid wages owed to  
2 me by US Airways for work performed before and after my scheduled shifts.

3 8. Throughout my employment tenure with US Airways, I found my wage  
4 statements to be confusing and difficult to understand. There were many categories and often  
5 the record keeping was sloppy. It was difficult for me to ascertain the exact hours that I worked  
6 and the corresponding pay.  
7

8  
9 I declare under penalty of perjury under the laws of the United States and in the State of  
10 California that the foregoing is true and correct. Executed this 13<sup>TH</sup> day of ~~November~~ 2013, in  
11 JANUARY 2014  
12 Olivehurst, California.

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15 Dennis Hogg  
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# Exhibit 18

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Attorneys for PLAINTIFFS

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

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behalf of themselves, and on behalf of others  
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Plaintiffs,

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Defendants.

Case No. 3:12-cv-05860 CRB

**DECLARATION OF NORLAND  
JACKSON IN SUPPORT OF  
PLAINTIFFS' MOTION FOR CLASS  
CERTIFICATION**

Date: February 28, 2014  
Time: 10:00am  
Place: Ctrm. 6, 17th Floor

Hon. Charles R. Breyer

I, Norland Jackson, have personal knowledge of the matters stated herein and, if called upon to do so, would testify to them truthfully and competently:

1. I am currently employed as a Fleet Service Agent ("FSA") by US Airways, Inc. ("US Airways") and have been employed in that capacity since March 2002. I am a full time employee and work out of Sacramento International Airport ("SMF") in California.

2. I have been informed that the above mentioned representative plaintiffs are seeking to recover unpaid wages, overtime wages, reimbursement for cell phone use, penalties

1 for inaccurate wage statements, waiting time penalties, and civil penalties for various California  
2 Labor Code violations in a class action law suit against my current employer and on my behalf.

3  
4 3. As a FSA working out of SMF, my duties include, but are not limited to:  
5 baggage and cargo handling, driving loaders and forklifts, aircraft direction near the gate, and  
6 the general facilitation of fleet service.

7  
8 4. Through a process called "Shift Trading," I pick up about two extra shifts per  
9 week on average. I am not paid overtime compensation for any overtime hours worked in  
10 connection with Shift Trades. Although I enjoy the flexibility Shift Trades allows, if US  
11 Airways owes me any unpaid overtime, I am very interested in receiving it. US Airways should  
12 simply pay me what is owed under the law.

13  
14 5. I typically arrive about 15 minutes before my scheduled shifts. It is important to  
15 be exactly on time and completely ready for work by your scheduled start time. During the  
16 minutes before my scheduled shifts, I perform certain tasks to prepare for work – I put on safety  
17 gear, check flight schedules, and talk to supervisors about my work duties Oftentimes, I will  
18 clean up the break room and take out any trash or garbage.

19  
20 6. Furthermore, it is common for me to stay 10-15 minutes past my scheduled  
21 shifts. The nature of the job includes flight delays and tasks that may require me to stay for a  
22 few extra minutes. These extra minutes require supervisory approval in order to be accounted  
23 for, which is not always granted. I am interested in receiving any money that remains unpaid  
24 because of pre-shift or post-shift work performed. FSAs should be paid automatically for all  
25 minutes worked and not have to claim minutes through a supervisor. It is awkward and  
26 uncomfortable to constantly claim extra minutes worked.  
27  
28

I declare under penalty of perjury under the laws of the United States and in the State of California that the foregoing is true and correct. Executed this 27<sup>th</sup> day of January 2014, in West Sacramento, California.

Norland A Jackson  
Norland Jackson

# Exhibit 19

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Attorneys for PLAINTIFFS

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

Joseph Timbang Angeles, Noe Lastimosa, on  
 behalf of themselves, and on behalf of others  
 similarly situated, and the general public,

Plaintiffs,

vs.

US Airways, Inc., and DOES 1 through 50,

Defendants.

Case No. 3:12-cv-05860 CRB

**DECLARATION OF RALPH KESSEE  
 IN SUPPORT OF PLAINTIFFS'  
 MOTION FOR CLASS  
 CERTIFICATION**

Date: February 28, 2014  
 Time: 10:00am  
 Place: Ctrm. 6, 17th Floor

Hon. Charles R. Breyer

I, Ralph Kessee, have personal knowledge of the matters stated herein and would testify to them truthfully and competently if called upon to do so:

1. I was employed as a part-time and full-time Fleet Service Agent ("FSA") by US Airways, Inc. ("US Airways") from April 2002 until August 2010. I worked out of Los Angeles International Airport and Bob Hope Airport in Burbank, CA.

2. I have been informed that the above mentioned representative plaintiffs are seeking to recover unpaid wages, overtime wages, reimbursement for cell phone use, penalties

1 for inaccurate wage statements, waiting time penalties, and civil penalties for various California  
2 Labor Code violations in a class action law suit against my former employer and on my behalf.

3           3. My FSA duties included, but were not limited to: ramp and cargo work like  
4 baggage handling, aircraft support and direction near the gate, the cleaning of aircraft cabins  
5 and lavatories, and driving loaders and forklifts.

6           4. Through a process called "Shift Trading," I picked up approximately 2 shifts per  
7 week on average. I added these shifts to my regular schedule and sometimes worked overtime  
8 hours as a result; despite this, I was not paid overtime compensation for overtime hours worked  
9 in connection with Shift Trades. I am interested in receiving any overtime compensation owed  
10 to me by US Airways under the law.

11           5. Throughout my tenure as a FSA, I was under the impression that US Airways  
12 paid for my actual clock-in and clock-out times. I was unaware, until recently, that US Airways  
13 only paid for my scheduled shifts. Supposedly, I should have claimed extra minutes worked  
14 through a supervisor. I could not have claimed any extra minutes worked because I did not  
15 know this was required of me to get paid properly.

16           6. I typically arrived to work about 30 minutes before my scheduled shifts. I would  
17 clock-in early, check flight schedules, put on my safety gear, and get ready for my pre-shift  
18 meeting, which I could not be late for or else I would be reprimanded.

19           7. Similarly, I sometimes stayed a few minutes after my scheduled shifts because of  
20 the nature of my job duties. I was under the impression that I was paid for these extra minutes  
21 worked, but now I know that this was not always the case.

22           8. I believe I should receive compensation for all minutes worked before and after  
23 scheduled shifts which remain unpaid. I do not believe it is fair for US Airways to only pay for  
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1 scheduled shifts and require FSAs like me to claim extra minutes worked, especially because I  
2 never knew about this policy.

3 9. Also, I often used my personal cell phone during my work shifts for work-related  
4 reasons. I needed to call supervisors to get clarification on my work tasks. This was especially  
5 common when I worked in the cargo facility. I never received reimbursement for this personal  
6 cell phone use; in fact, I did not know it was available.  
7

8  
9 I declare under penalty of perjury under the laws of the United States and in the State of  
10 California that the foregoing is true and correct. Executed this 8 day of January 2014, in  
11 Los Angeles, California.  
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15 Ralph Kessee  
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# Exhibit 20

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Attorneys for PLAINTIFFS

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

Joseph Timbang Angeles, Noe Lastimosa, on  
 behalf of themselves, and on behalf of others  
 similarly situated, and the general public,

Plaintiffs,

vs.

US Airways, Inc., and DOES 1 through 50,

Defendants.

Case No. 3:12-cv-05860 CRB

**DECLARATION OF WILLIAM  
 KNOBLOCH IN SUPPORT OF  
 PLAINTIFFS' MOTION FOR CLASS  
 CERTIFICATION**

Date: February 28, 2014  
 Time: 10:00am  
 Place: Ctrm. 6, 17th Floor

Hon. Charles R. Breyer

I, William Knobloch, have personal knowledge of the matters stated herein and would  
 testify to them truthfully and competently if called upon to do so:

1. I worked as a Fleet Service Agent ("FSA") for US Airways, Inc. ("US Airways")  
 for approximately 30 years. In California, I most recently worked out of San Francisco  
 International Airport (SFIA) as a Lead FSA from May 2009 until my retirement in May 2013.

2. I have been informed that the above mentioned representative plaintiffs are  
 seeking to recover unpaid wages, overtime wages, reimbursement for cell phone use, penalties

1 for inaccurate wage statements, waiting time penalties, and civil penalties for various California  
2 Labor Code violations in a class action law suit against my current employer and on my behalf.

3 3. As a Lead FSA working out of SFIA, my duties included, but were not limited  
4 to: personnel supervision, the filling out of paperwork, and the general facilitation of baggage  
5 handling and ramp support.  
6

7 4. Through a process called "Shift Trading," I picked up about 2-3 additional shifts  
8 per week on average. I was not paid overtime compensation in connection with any Shift Trades  
9 I made.  
10

11 5. I am very interested in receiving the overtime compensation owed to me for all  
12 of the overtime hours I worked for US Airways. I do not believe it is fair for US Airways to  
13 benefit from my long hours of hard work without paying me properly for it.

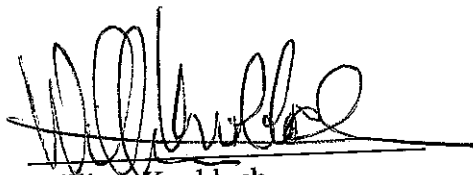
14 6. I typically reported for my shifts approximately 30 minutes early. During this  
15 time, which was always unpaid, I routinely performed work related tasks. For example, I would  
16 help set up the gate, fill out paperwork, and get my safety gear on. It was very important to be  
17 ready for work at the beginning of the daily pre-shift meeting. If you were even two minutes  
18 late to that meeting, you would be docked points, which could get you suspended or even  
19 terminated.  
20

21 7. Furthermore, it was common for me to stay a few minutes past my scheduled  
22 shift. I would do this because of the nature of the job and because US Airways' staffing was  
23 poor. We were often short-handed and would sometimes need to work extra minutes to finish  
24 our job duties. These extra minutes were not always compensated because they required  
25 supervisory approval. I would write down my extra minutes and the extra minutes of the FSAs  
26 that I directed, but we would not always receive compensation for them.  
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1 8. US Airways personnel routinely contacted me on my personal cell phone for  
2 work related reasons. There were not always enough radios to go around, and my personal cell  
3 phone was the method they used to reach and locate me. I know this occurred with other FSAs  
4 as well. Despite this common practice, I was never reimbursed for my personal cell phone use.

5 9. While I was able to understand my wage statements, I heard from my co-workers  
6 that they often had trouble understanding their wage statements because there were so many  
7 categories. They looked for the overtime they worked and often could not find it. US Airways  
8 should issue wage statements that are more easily understood.  
9  
10

11 I declare under penalty of perjury under the laws of the United States and in the State of  
12 California that the foregoing is true and correct. Executed this 5 day of December 2013, in  
13 Boise, Idaho.  
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17 William Knobloch  
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# Exhibit 21

Arlo García Uriarte, SBN 231764  
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Attorneys for PLAINTIFFS

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

Joseph Timbang Angeles, Noe Lastimosa, on  
 behalf of themselves, and on behalf of others  
 similarly situated, and the general public,

Plaintiffs,

vs.

US Airways, Inc., and DOES 1 through 50,

Defendants.

Case No. 3:12-cv-05860 CRB

**DECLARATION OF JAY KORTZ IN  
 SUPPORT OF PLAINTIFFS' MOTION  
 FOR CLASS CERTIFICATION**

Date: February 28, 2014  
 Time: 10:00am  
 Place: Ctrm. 6, 17th Floor

Hon. Charles R. Breyer

I, Jay Kortz, have personal knowledge of the matters stated herein and would testify to  
 them truthfully and competently if called upon to do so:

1. I worked as a Fleet Service Agent ("FSA") and FSA Operations Lead for US  
 Airways, Inc. ("US Airways") from August 2006 until March 2011. I worked out of San Jose  
 International Airport.

2. I have been informed that the above mentioned representative plaintiffs are  
 seeking to recover unpaid wages, overtime wages, reimbursement for cell phone use, penalties

1 for inaccurate wage statements, waiting time penalties, and civil penalties for various California  
2 Labor Code violations in a class action law suit against my former employer and on my behalf.

3           3. As a FSA and FSA Operations Lead, my duties included, but were not limited to:  
4 baggage and cargo handling and transport, personnel supervision, administrative paperwork,  
5 and the general facilitation of fleet service.  
6

7           4. Through a process called "Shift Trading," I picked up about 8-10 additional  
8 shifts per month on average. I was not paid overtime compensation in connection with any Shift  
9 Trades I made. I am very interested in receiving the overtime compensation owed to me by US  
10 Airways.  
11

12           5. As a FSA and FSA Operations Lead, my general practice was to arrive  
13 approximately 15-30 minutes before my scheduled shifts. I did this because it was very  
14 important to clock-in on time. If you were late, you would be reprimanded and could face  
15 suspension or other discipline. During the minutes before my scheduled shifts, I would put on  
16 my safety gear, check on flight schedules and, generally prepare for my job duties; I was never  
17 paid for this time worked. I am interested in receiving compensation for the work I performed  
18 before my scheduled shifts.  
19

20           6. Similarly, I often worked extra minutes after my scheduled shifts, which remain  
21 unpaid. I worked diligently and would typically stay after my scheduled shifts to complete my  
22 duties. Sometimes, when I worked only a few extra minutes, my manager or supervisor did not  
23 adjust my time sheet to reflect the extra minutes that I worked. I believe that I should be paid for  
24 all work that I performed after my scheduled shifts. I do not think it is right for US Airways to  
25 have discretion regarding whether their employees should be paid for work performed. FSAs  
26 should be paid automatically for all work performed.  
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1           7. The use of my personal cell phone for work related reasons during work hours  
2 routinely occurred. I estimate that I received or made these calls about 15-20 times per month.  
3 As an Operations Lead, it was important for me to communicate with US Airways personnel in  
4 order to effectively complete my job duties; at times, this was only possible through the use of  
5 my personal cell phone. I never received any reimbursement for my personal cell phone use.  
6

7           8. Throughout my tenure with US Airways, I found my wage statements or  
8 paystubs difficult to understand because of all the different categories used to calculate my pay.  
9 I was often unsure whether I was paid properly, and I remember asking a supervisor once about  
10 my paystubs. US Airways should have provided more clear and concise wage statements.  
11

12  
13           I declare under penalty of perjury under the laws of the United States and in the State of  
14 California that the foregoing is true and correct. Executed this 31 day of December 2013, in  
15 San Jose, CA.  
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19 Jay Körtz  
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# Exhibit 22

Arlo García Uriarte, SBN 231764  
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Attorneys for PLAINTIFFS

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

Joseph Timbang Angeles, Noe Lastimosa, on  
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Plaintiffs,

vs.

US Airways, Inc., and DOES 1 through 50,

Defendants.

Case No. 3:12-cv-05860 CRB

**DECLARATION OF RICK LENT**  
**IN SUPPORT OF PLAINTIFFS'**  
**MOTION FOR CLASS**  
**CERTIFICATION**

Date: February 28, 2014  
Time: 10:00am  
Place: Ctrm. 6, 17th Floor

Hon. Charles R. Breyer

I, Rick Lent, have personal knowledge of the matters stated herein and, if called upon to do so, would testify to them truthfully and competently:

1. I was employed as a Fleet Service Agent ("FSA") and Lead FSA for US Airways, Inc. ("US Airways") from approximately February 2007 until May 2010. I was a full-time and part-time employee. I worked out of John Wayne Airport in Orange County, CA.

2. I have been informed that the above mentioned representative plaintiffs are seeking to recover unpaid wages, overtime wages, reimbursement for cell phone use, penalties

1 for inaccurate wage statements, waiting time penalties, and civil penalties for various California  
2 Labor Code violations in a class action law suit against my former employer and on my behalf.

3           3. My duties as a FSA and Lead FSA included, but were not limited to:  
4 personnel supervision, administrative duties like filling out paperwork, baggage and cargo  
5 handling, driving loaders and forklifts, servicing aircraft needs at the gate, and cleaning airplane  
6 lavatories and cabins.  
7

8           4. Through a process called "Shift Trading," I routinely picked up around 5-  
9 6 shifts per month to supplement my schedule. I was not paid overtime compensation for  
10 overtime hours worked as a result of Shift Trades. If it is owed to me under the law, I am very  
11 interested in receiving any and all overtime compensation that I earned while working for US  
12 Airways.  
13

14           5. Throughout my employment tenure, it was common for me to arrive  
15 approximately 5-10 minutes before my scheduled shifts. During that time, I would review  
16 paperwork, check on aircraft locations, and put on my safety gear. I was never paid for this  
17 work that I performed before my scheduled shifts.  
18

19           6. Furthermore, after my scheduled shifts, I typically stayed an extra few  
20 minutes to finish my work duties. I would only get credit for these additional minutes if my  
21 manager adjusted my time sheet, which did not typically happen.  
22

23           7. I do not believe it is fair for US Airways to only pay FSAs for their  
24 scheduled shifts and require them to claim additional minutes from a manager or supervisor.  
25 I believe I should have been automatically paid for all minutes worked before and after my  
26 scheduled shifts. Because of the foregoing, I think I was significantly underpaid for the amount  
27 of work that I performed while employed by US Airways. I am very interested in receiving any  
28

1 unpaid wages and compensation owed to me by US Airways for work performed before and  
2 after my scheduled shifts.

3 8. Throughout my employment tenure with US Airways, I found my wage  
4 statements to be confusing and difficult to understand. There were many categories and often  
5 the record keeping was sloppy. It was difficult for me to ascertain the exact hours that I worked  
6 and the corresponding pay.  
7

8  
9 I declare under penalty of perjury under the laws of the United States and in the State of  
10 California that the foregoing is true and correct. Executed this 29 day of December 2013, in  
11 Long Beach, California.  
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15 Rick Lent  
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# Exhibit 23

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Attorneys for PLAINTIFFS

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

Joseph Timbang Angeles, Noe Lastimosa, on  
behalf of themselves, and on behalf of others  
similarly situated, and the general public,

Plaintiffs,

vs.

US Airways, Inc., and DOES 1 through 50,

Defendants.

Case No. 3:12-cv-05860 CRB

*PETE*  
**DECLARATION OF PETER LOZANO  
IN SUPPORT OF PLAINTIFFS'  
MOTION FOR CLASS  
CERTIFICATION**

Date: February 28, 2014  
Time: 10:00am  
Place: Ctrm. 6, 17th Floor

Hon. Charles R. Breyer

*PETE*  
I, ~~Peter~~ Lozano, have personal knowledge of the matters stated herein and would testify  
to them truthfully and competently if called upon to do so:

1. I was employed as a Fleet Service Agent ("FSA") by US Airways, Inc. ("US Airways") from October 1994 until October 31, 2008.

2. I have been informed that the above mentioned representative plaintiffs are seeking to recover unpaid wages, overtime wages, reimbursement for cell phone use, penalties for inaccurate wage statements, waiting time penalties, and civil penalties for various California Labor Code violations in a class action law suit against my former employer and on my behalf.

1           3. As a FSA working for US Airways in California, my duties included, but were  
2 not limited to: baggage handling, cleaning of aircraft cabins and lavatories, driving loaders,  
3 servicing aircraft needs near the gate, and directing beverage and luggage carts.

4           4. Through a process called "Shift Trading," I picked up about four extra shifts per  
5 month on average, which often resulted in overtime work. I was never paid overtime  
6 compensation for this overtime work because it was in connection with Shift Trades.

7           5. If it is owed to me under the law, I am definitely interested in receiving all  
8 overtime compensation that should have been paid to me by US Airways because of Shift  
9 Trades.

10           6. While working for US Airways, it was my common practice to arrive 10-15  
11 minutes before my scheduled shifts. During this time, I was routinely briefed by my shift  
12 supervisor regarding upcoming work duties. Furthermore, I used this time to put on my safety  
13 gear and ensure that I was ready to start work right on time. It was very important for me to be  
14 exactly on time or else I would be docked points and could face suspension or even termination.  
15 I was never paid for the time I worked before my scheduled shifts.

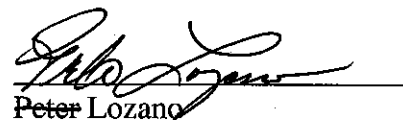
16           7. Similarly, I often stayed a few minutes after my scheduled shifts because I  
17 worked until my job duties were completed. It was important for me to complete every  
18 transaction I started because the workers that were coming in to relieve me may not be up to  
19 speed on what needed to be done. I was not always paid for this additional work performed after  
20 my scheduled shifts.

21           8. I believe I should be paid for all minutes worked before and after my scheduled  
22 shift. I do not believe that it is fair for US Airways to only pay for scheduled shifts and require  
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1 FSAs like me to claim extra minutes worked. US Airways gains an advantage over workers by  
2 doing this, in that it inevitably pays less money for work performed.

3 9. Throughout my tenure as a FSA, I found my wage statements or pay stubs  
4 difficult to understand. My co-workers told me that they felt similarly about our wage  
5 statements. There were many categories of pay, and I was not always able to ascertain whether I  
6 was paid correctly. I believe US Airways should make an effort to provide clearer, more concise  
7 wage statements that are easily understood.  
8

9  
10 I declare under penalty of perjury under the laws of the United States and in the State of  
11 California that the foregoing is true and correct. Executed this 06 day of December 2013, in  
12 San Bernardino, California.  
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16 Peter Lozano  
17 PETE  
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# Exhibit 24

Arlo García Uriarte, SBN 231764  
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Attorneys for PLAINTIFFS

**UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA  
 SAN FRANCISCO DIVISION**

Joseph Timbang Angeles, Noe Lastimosa, on  
 behalf of themselves, and on behalf of others  
 similarly situated, and the general public,

Plaintiffs,

vs.

US Airways, Inc., and DOES 1 through 50,

Defendants.

Case No. 3:12-cv-05860 CRB

**DECLARATION OF ALFRED  
 MARTIN IN SUPPORT OF  
 PLAINTIFFS' MOTION FOR CLASS  
 CERTIFICATION**

Date: February 28, 2014  
 Time: 10:00am  
 Place: Ctrm. 6, 17th Floor

Hon. Charles R. Breyer

I, Alfred Martin, have personal knowledge of the matters stated herein and would testify  
 to them truthfully and competently if called upon to do so:

1. I worked as a Fleet Service Agent ("FSA"), Lead FSA, and Ramp Manager  
 for US Airways, Inc. ("US Airways") from April 30, 2006, until February 14, 2010. A Ramp  
 Manager for only 4 months, I was a FSA and Lead FSA for most of my employment tenure  
 with US Airways. I worked out of Los Angeles International Airport (LAX) in California. In  
 February 2010, I accepted a voluntary furlough and have not returned to work for US Airways.

1           2.     I have been informed that the above mentioned representative plaintiffs are  
2 seeking to recover unpaid wages, overtime wages, reimbursement for cell phone use, penalties  
3 for inaccurate wage statements, waiting time penalties, and civil penalties for various California  
4 Labor Code violations in a class action law suit against my former employer and on my behalf.

5           3.     As a FSA and Lead FSA, my duties included, but were not limited to:  
6 baggage handling and transport, aircraft cabin and lavatory cleaning, personnel supervision, the  
7 filling out of paperwork, and the general facilitation of fleet service.

8           4.     Through a process called "Shift Trading," I picked up about 2-3 additional  
9 shifts per week on average. I was not paid overtime compensation in connection with any Shift  
10 Trades I made. I am definitely interested in receiving the overtime compensation owed to me  
11 by US Airways. I, like my co-workers, often worked very long hours. It is not right for US  
12 Airways to avoid paying us the proper rate for all of the hard work we performed.

13           5.     My general practice was to arrive at least 15 minutes before for my  
14 scheduled shifts. I did this because it was very important to clock in on time. If you were late,  
15 you would be reprimanded and could face suspension or other discipline. During the minutes  
16 before my scheduled shifts, I would put on my uniform and safety gear, work which I was not  
17 paid for. If I performed any other work-related tasks before my scheduled shifts, I would have  
18 to claim extra minutes through a manager. Some managers at LAX were willing to adjust the  
19 time sheets of FSAs to reflect these extra minutes worked but others were not.

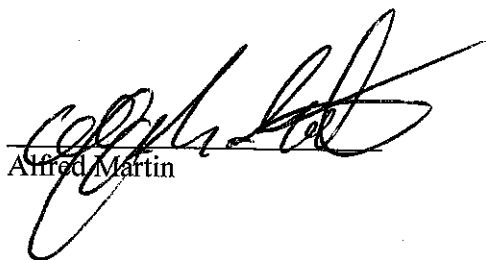
20           6.     Similarly, I often worked extra minutes after my scheduled shifts, which  
21 remain unpaid. I worked diligently and would typically stay after my scheduled shift to  
22 complete my duties. Sometimes, when I stayed only a few minutes over, my manager or  
23 supervisor did not adjust my time sheet to reflect the extra minutes that I worked.

1           7. I believe that I should be paid for any work that I did before and after my  
2 scheduled shifts that has not already been paid. I do not think it is right for US Airways to have  
3 discretion regarding whether their employees should be paid for work performed. FSAs should  
4 be paid automatically for all worked performed.

5           8. The use of my personal cell phone for work related reasons during work  
6 hours was a common occurrence. Leads would call other leads often to coordinate what needed  
7 to be done. I would also call passenger service agents for different work-related reasons. I  
8 never received any reimbursement for my personal cell phone use. To my knowledge, that  
9 reimbursement was not available to me.  
10

11           9. Even though I never had an issue understanding my wage statements, I know  
12 that my co-workers often found them confusing and difficult to understand. They routinely had  
13 questions about their wage statements and sought answers from their managers and supervisors.  
14

15           I declare under penalty of perjury under the laws of the United States and in the State of  
16 California that the foregoing is true and correct. Executed this 25 day of November 2013, in  
17 San Diego, CA.  
18 ~~Grand Prairie, TX.~~  
19

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21   
22 Alfred Martin  
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# Exhibit 25

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Attorneys for PLAINTIFFS

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

Joseph Timbang Angeles, Noe Lastimosa, on  
behalf of themselves, and on behalf of others  
similarly situated, and the general public,

Plaintiffs,

vs.

US Airways, Inc., and DOES 1 through 50,

Defendants.

Case No. 3:12-cv-05860 CRB

**DECLARATION OF MICHELLE  
MASSEY IN SUPPORT OF  
PLAINTIFFS' MOTION FOR CLASS  
CERTIFICATION**

Date: February 28, 2014  
Time: 10:00am  
Place: Ctrm. 6, 17th Floor

Hon. Charles R. Breyer

I, Michelle Massey, have personal knowledge of the matters stated herein and would  
testify to them truthfully and competently if called upon to do so:

1. I was employed as a Fleet Service Agent ("FSA") by US Airways, Inc. ("US  
Airways") from April 25, 2005, until January 2012 when I was furloughed.

2. I have been informed that the above mentioned representative plaintiffs are  
seeking to recover unpaid wages, overtime wages, reimbursement for cell phone use, penalties  
for inaccurate wage statements, waiting time penalties, and civil penalties for various California  
Labor Code violations in a class action law suit against my former employer and on my behalf.

1           3. As a FSA working out of John Wayne Airport in Orange County, California, my  
2 duties included, but were not limited to: baggage and cargo handling, general aircraft support at  
3 the gate, cleaning of aircraft cabins and lavatories, driving loaders and forklifts, and directing  
4 beverage and luggage carts.  
5

6           4. Through a process called "Shift Trading," I picked up about 3-4 shifts per week  
7 on average, which often resulted in overtime work. I was not paid overtime compensation for  
8 this overtime worked performed due to Shift Trades. If it is owed to me under the law, I am  
9 very interested in receiving all overtime compensation that should have been paid to me by US  
10 Airways.  
11

12           5. While working for US Airways, I was under the impression that I was paid for  
13 my actual clock-in and clock-out times. I was unaware, until recently, that US Airways only  
14 paid for my scheduled shifts, unless extra minutes worked were claimed through a supervisor.  
15

16           6. I typically arrived to work approximately 30 minutes before my scheduled shifts  
17 because I had to catch a shuttle that took me to my work area. After riding the shuttle, I used the  
18 additional time before my scheduled shifts to prepare for work – I would put on my uniform and  
19 safety gear and check flight schedules. It was critical for me to be exactly on time or else I  
20 would get docked points and could get suspended or even terminated.  
21

22           7. Similarly, I often stayed a few minutes after my scheduled shifts because I had to  
23 work until my job duties were completed. I believed I was always paid for this additional work,  
24 but I now know that I was not paid for all of it.  
25

26           8. I believe I should have been paid for all minutes worked before and after my  
27 scheduled shifts. I am interested in receiving that money now because I do not believe it was  
28

1 fair for US Airways to only pay for my scheduled shifts and require me to claim extra minutes  
2 through a supervisor, especially because I did not know I had to do that.

3 9. US Airways personnel often contacted me through my personal cell phone  
4 during my work shifts. There were not enough radios, so US Airways personnel had to rely on  
5 their personal cell phones to communicate. I would either make or receive calls on my personal  
6 cell phone for work related reasons approximately twice per month. I never received any  
7 reimbursement for this personal cell phone use.  
8

9 10. Throughout my tenure as a FSA, I found my wage statements or paystubs  
10 difficult to understand. I was never 100% sure that I was paid correctly. I believe US Airways  
11 should have issued wage statements that were clear and concise so that I could have properly  
12 ascertained my hours worked and corresponding pay.  
13

14  
15 I declare under penalty of perjury under the laws of the United States and in the State of  
16 California that the foregoing is true and correct. Executed this \_27 day of December 2013, in  
17 Irvine, California.  
18

19  
20 M. Massey

21 Michelle Massey  
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# Exhibit 26

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Attorneys for PLAINTIFFS

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

Joseph Timbang Angeles, Noe Lastimosa, on  
 behalf of themselves, and on behalf of others  
 similarly situated, and the general public,

Plaintiffs,

vs.

US Airways, Inc., and DOES 1 through 50,

Defendants.

Case No. 3:12-cv-05860 CRB

**DECLARATION OF ROSS MCKINLEY  
 IN SUPPORT OF PLAINTIFFS'  
 MOTION FOR CLASS  
 CERTIFICATION**

Date: February 28, 2014

Time: 10:00am

Place: Ctrm. 6, 17th Floor

Hon. Charles R. Breyer

I, Ross McKinley, have personal knowledge of the matters stated herein and would testify to them truthfully and competently if called upon to do so:

1. I was employed as a Fleet Service Agent ("FSA") by US Airways, Inc. ("US Airways") from April 2006 until October 2009. I worked out of Long Beach Airport in California. I was a full-time employee.

2. I have been informed that the above mentioned representative plaintiffs are seeking to recover unpaid wages, overtime wages, reimbursement for cell phone use, penalties

1 for inaccurate wage statements, waiting time penalties, and civil penalties for various California  
2 Labor Code violations in a class action law suit against my former employer and on my behalf.

3 3. As a FSA, my duties included, but were not limited to: baggage and cargo  
4 handling, aircraft cabin and lavatory cleaning, and the general facilitation of fleet service.  
5

6 4. Through a process called "Shift Trading," I picked up about 4 additional shifts  
7 per month on average, and often worked overtime as a result. I was not paid overtime  
8 compensation when I worked overtime hours due to Shift Trades. I am definitely interested in  
9 receiving any and all overtime compensation owed to me by US Airways. I often worked very  
10 long hours as a FSA. US Airways should have paid me properly under the law.  
11

12 5. Throughout my employment tenure, my routine was to arrive at least 15 minutes  
13 before for my scheduled shifts. I did this because it was very important to clock-in on time; late  
14 employees would get reprimanded and could face suspension or even termination.  
15

16 6. During the minutes before my scheduled shifts, I would put on my uniform and  
17 safety gear, review flight schedules, speak to my lead or supervisor about the work day, and  
18 generally prepare for my shift – I never received compensation for this work.

19 7. Similarly, I often worked extra minutes after my scheduled shifts that remain  
20 unpaid. I would work until all of my duties were completed. As a result, I often stayed between  
21 5-25 additional minutes after my scheduled shifts were over.  
22

23 8. I believe that I should have been paid for any and all work that I did before and  
24 after my scheduled shifts. FSAs should be paid automatically for all worked performed when  
25 on-the-clock.  
26

27 9. The use of my personal cell phone for work related reasons happened frequently.  
28 There were only so many radios and I would rarely get one; as a result, I needed to rely on my

1 personal cell phone as a means of communication with US Airways personnel. I was never  
2 reimbursed for my personal cell phone use by US Airways. To my knowledge, that  
3 reimbursement was not available to me.

4  
5 10. The wage statements that I received from US Airways were confusing and  
6 unclear. There were many categories and it was difficult for me to ascertain whether I was paid  
7 correctly.

8  
9 I declare under penalty of perjury under the laws of the United States and in the State of  
10 California that the foregoing is true and correct. Executed this 31 day of December 2013, in  
11 Long Beach, CA.  
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15 Ross McKinley  
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